

## **Testimony of Daniel Toner**

President: 3-D Bail Bonds, Inc

President: DAD's Bail Bonds, LLC

Vice President: Fugitive Recovery Agency, Inc.

Member: Bail Association of Connecticut

Member: Professional Bail Agent of the United States

Good day Senators, Representatives, Members of the Judiciary Committee, this Audience and perhaps most importantly, the people we are all here working for, the Residents of this Great State.

I am here to express strong **opposition to 389 – AN ACT CONCERNING COURT OPERATIONS**

I am extremely proud to have been a Bail Agent for almost 19 years beginning as an entry level agent, to building one of Connecticut's largest retail bail operations with offices in Hartford, New London and New Britain. We employ nearly 20 people most of whom are the chief bread winners in their respective families. I have been a strong advocate for bail reform for my entire career.

I present before you today however as a citizen of this great state, who happens to have extensive knowledge of the bail bond process.

Commercial Bail is the ONLY form of pretrial release that monitors, insures compliance and guarantees the defendant's appearance in court; all at NO COST, and NO RISK to the taxpayer. All other forms of pretrial release leave it to "luck" and at the expense and burden of the taxpayer. Hopefully the Police are lucky enough to stop an absconding fugitive on a good day – and bring him or her into custody at the expense of the Department and Taxpayer. We agree there has been some bad press about Bail Agents; however, we must also agree they work in very ugly circumstances in the worst areas of towns, and bring defendants back to court so their criminal case can be adjudicated.

Raised Bill 389 on the surface appears to be fine, however, and this is a big HOWEVER – there are 10 words in the eight item of the first paragraph of Sec 9 that completely change bail. It reads (8) is sentenced by the court and a stay of such sentence, if any, is lifted.

The bail contract is written and executed under the **presumption of innocence**. The risk to the indemnitors of any bail contract is drastically and completely changed when a Principal is no longer a Defendant – but a convict. He/she are no longer presumed innocent – they've been found guilty.

When I started writing bail, it was the Bail Agent's responsibility to assure a Defendant's appearance until their case was adjudicated. So as soon as the Defendant was found guilty, the Agent had fulfilled their obligation to the state. It changed to until the defendant was sentenced – which significantly altered the Agents responsibility. Now it may be changed to awaiting any stay a court may offer. PLEASE DELETE THOSE 10 WORDS.

There may be legitimate reasons why a court is compelled to stay a sentence; however it should be at his or her discretion, not at the expense of bail Indemnitors and Bail Agencies.

Thank you for your time and attention, and I would be happy to answer any questions you may have.